



OFFICE OF PROCUREMENT SERVICES
315 WEST MAIN STREET, SUITE 441
PO BOX 7800
TAVARES FL 32778-7800

PHONE: (352) 343-9839
FAX: (352) 343-9473

ADDENDUM NO. 2

Date: June 6, 2013

ITB/RFP No. 13-0437

ITB/RFP Title: Construction Of Minneola Athletic Complex Parking and Path System

It is the vendor's responsibility to ensure their receipt of all addenda, and to clearly acknowledge all addenda within their initial bid or proposal response. Acknowledgement may be confirmed either by inclusion of a signed copy of this addendum with the initial bid or proposal response, or by completion and return of the addendum acknowledgement section of the solicitation. Failure to acknowledge each addendum may prevent the bid or proposal from being considered for award.

This addendum changes the date for receipt of bids or proposals ~~from June 12, 2013 at 3:00 PM~~
to **June 26, 2013 at 3:00 PM.**

The County has determined that the project under this Invitation to Bid requires use of bid and performance bonds. Section 9 of the Invitation to Bid is therefore amended as stated below:

Replace Section 1.9 with the below:

Section 1.9: Bonding Requirements

Each Bid shall be accompanied by a Bid Bond (form attached) in the penal sum of five percent (5%) of the gross base Bid executed by a corporate surety licensed to execute such bonds under the laws of the State of Florida. An original signed Bid Bond and its Power-Of-Attorney shall be submitted with the Bid response. This bond will be retained by the County if the Bidder fails to execute the contract or fails to give satisfactory surety within fifteen (15) consecutive calendar days from the date of the Notice of Award. Bids not accompanied by the Bid Bond shall be rejected. No form of surety other than a formal bid bond will be accepted.

Add the following Section to this ITB:

Section 1.9.1: Performance and Payment (Labor and Materials Bonds)

Bonds shall be provided by the contract in the amount of 100% of the bid amount. Upon award

of the bid, all original Performance and Payment bonds will be submitted to Sandra Rogers, Lake County Procurement Services, for recording of said bonds on forms approved by the County as attached to this addendum. The bonds will be acceptable to the County only if the following conditions are met:

1. The Surety is licensed to do business in the State of Florida;
2. The Surety holds a Certificate of Authority authorizing it to write surety bonds in this State;
3. The Surety has twice the minimum surplus and capital requirements required by the Florida Insurance Code at the time the Invitation to Bid is issued;
4. The Surety is otherwise in compliance with the Florida Insurance Code;
5. The Surety has a current rating of A or A- as reported in the most current BestKey Rating Guide, published by A.M. Best Company, Inc., if the bid exceeds \$500,000.; and
6. The Surety holds a current Certificate of Authority issued by the United States Department of Treasury under 31 U.S.C. ss9304.

Firm Name: _____ Date: _____

Signature: _____ Title: _____

Typed/Printed Name: _____

BID BOND FORM

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, _____
_____, as Principal, and _____

as Surety, are hereby held and firmly bound unto Lake County, a political subdivision of the State of Florida, and the Board of County Commissioners, as County in the penal sum of, five (5) percent of the Contract Bid) _____ for payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns.

Signed, this _____ day of _____, 2013.

The condition of the above obligation is such that whereas the Principal has submitted to Lake County Board of County Commissioners, a certain Bid, attached hereto and hereby made a part hereof to enter a contract in writing, for the _____

NOW THEREFORE,

- (a) If said Bid shall be rejected, or in the alternate,
- (b) If said Bid shall be accepted and the Principal shall execute and deliver a contract (properly completed in accordance with said Bid) and shall furnish a bond for his faithful performance of said Contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said Bid, then this obligation shall be void; otherwise the same shall remain in force and effect, it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by an extension of the time within which the County may accept such Bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as the corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

Principal (Print Full Name):

Surety (Print Full Name):

By: _____ (L.S.)

By: _____ (L.S.)

Title: _____

Title: _____

IMPORTANT: Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of Florida and have a Florida Licensed Resident Agent.

BOND NUMBER: _____

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that We,

Contractor _____
Contractor Address _____
Contractor Address 2 _____
Contractor Telephone _____

(hereinafter called the "Principal"), whose principal business address and telephone number is as stated above; and

Surety _____
Surety Address _____
Surety Address 2 _____
Surety Phone _____

(hereinafter called the "Surety"), whose principal address and telephone number is as stated above, a surety insurer chartered and existing under the laws of the State of _____ and authorized to do business in the State of Florida;

are held and firmly bound unto Lake County Board of County Commissioners, Lake County, Florida (hereinafter called the "Obligee"), whose principal address is P.O. Box 7800, Tavares, Florida 32778, and whose principal telephone number is (352) 483-9000, in the sum of

_____ (\$ _____)

for payment of which we bind ourselves, our heirs, our legal representatives, our successors and our assignees, jointly and severally.

WHEREAS, Principal has entered into a contract with Obligee for _____ Bid No. _____ in accordance with drawings and specifications, which contract is incorporated herein by reference and made a part hereof, and is referred to as the Contract.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the Contract at the times and in the manner prescribed in the Contract;
2. Pays Obligee any and all losses, damages, costs and attorneys' fees, including appellate proceedings, that Obligee sustains because of any default by Principal under the Contract, including, but not limited to, all delay damages, whether liquidated or actual, incurred by Obligee;
3. Performs the guarantee of all work and materials furnished under the Contract for the time specified in the Contract; and
4. Promptly make all payments to all persons defined in Section 713.01, Florida Statutes, whose claims derive directly or indirectly from the prosecution of the work provided for in the Contract;

then this bond shall be void; otherwise it remains in full force and effect.

Any changes in or under the Contract and compliance or noncompliance with any formalities connected with the Contract or the changes do not affect Surety's obligation under this bond.

The Surety, for value received, hereby stipulates and agrees that no changes, extensions of time, alterations or additions to the terms of the Contract or other work to be performed hereunder, or the specifications referred to therein shall in any way affect its obligation under this bond, and it does hereby waive notice of any such changes, extensions of time, alterations or additions to the terms of the Contract or to work or to the specifications.

This instrument shall be construed in all respects as a statutory bond. It is expressly understood the time provisions and statute of limitation under Section 255.05, Florida Statutes, shall apply to this bond.

By execution of this bond, the Surety acknowledges that it has read the Surety qualifications and obligations imposed by the construction contract and hereby satisfies those conditions.

IN WITNESS WHEREOF, the above bounded parties have executed this instrument this _____ day of _____, 20____, the name of each party being affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

Signed, sealed and delivered
in the presence of:

PRINCIPAL:

(Company Name)

By: _____
(Authorized Signature)

(Printed Name)

(Title)

(Business Address)

Witness as to Principal

Witness as to Principal

STATE OF _____
COUNTY OF _____

The forgoing instrument was acknowledged before me
this _____ by _____
_____ of _____
_____, a _____ Corporation, on behalf of the Corporation. He/She is
personally known to me or has produced _____ as identification
and who did/did not take an oath.

NOTARY: _____
Print Name: _____

Commission Number: _____

My Commission Expires: _____

Witness as to Surety

By: _____
(Authorized Signature)

Witness as to Surety

(Printed Name)

(Title)

(Business Address)

OR

Witness as Attorney In Fact

As Attorney In Fact (Attach Power of Attorney)

Witness as Attorney In Fact

(Printed Name)

(Business Address)

(Telephone Number)

STATE OF _____

COUNTY OF _____

The forgoing instrument was acknowledged before me
this _____ by _____
_____ of _____
_____, a _____ Corporation, on behalf of the Corporation. He/She is
personally known to me or has produced _____ as identification
and who did/did not take an oath.

NOTARY: _____

Print Name: _____

Commission Number: _____

Bond Number: _____

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that We,

Contractor _____
Contractor Address _____
Contractor Address 2 _____
Contractor Telephone _____

(hereinafter called the "Principal"), whose principal business address and telephone number is as stated above;
and

Surety _____
Surety Address _____
Surety Address 2 _____
Surety Phone _____

(hereinafter called the "Surety"), whose principal address and telephone number is as stated above, a surety insurer chartered and existing under the laws of the State of _____ and authorized to do business in the State of Florida;

are held and firmly bound unto Lake County Board of County Commissioners, Lake County, Florida (hereinafter called the "Obligee"), whose principal address is P.O. Box 7800, Tavares, Florida 32778, and whose principal telephone number is (352) 483-9000, in the sum of

_____ (\$ _____)

for payment of which we bind ourselves, our heirs, our legal representatives, our successors and our assignees, jointly and severally.

WHEREAS, Principal and Obligee have reached a mutual agreement (hereinafter referred to as the "Contract") for _____ Bid No. _____ said Contract being made a part of this Bond by this reference.

THE CONDITION OF THIS BOND is that if Principal:

1. Shall promptly make payments to all claimants as defined in section 255.05(1), Florida Statutes, supplying the Principal with labor, materials or supplies, as used directly or indirectly by the Principal in the prosecution of the work provided for in the Contract; and
2. Shall pay the Obligee for all losses, damages, expenses, costs and attorneys' fees, including those resulting from appellate proceedings, that the Obligee sustains because of a default by the Principal in contravention to the Contract in regard to payment for such labor, materials, or supplies furnished to the Principal;

then this bond shall be void; otherwise this Bond remains in full force and effect.

BE IT FURTHER KNOWN:

1. Any changes in or under the Contract and compliance or noncompliance with any formalities connected with the said Contract or alterations which may be made in the terms of the said Contract, or in the work to be done under it, or the giving by the Obligee of any extension of time for the performance of the said Contract, or any other forbearance on the part of the Obligee or Principal to the other, shall not in any way release the Principal and the Surety, or either of them, their heirs, personal representatives, successors or assigns from

liability hereunder, notice to the Surety of any such changes, alterations, extensions or forbearance being hereby waived.

2. Certain claimants seeking the protection of this Bond must timely comply with the strict requirements set forth in Section 255.05, Florida Statutes, and as otherwise provided by law.

3. The Provisions of this bond are subject to the limitations of Section 255.05(2), Florida Statutes.

By execution of this bond, the Surety acknowledges that it has read the Surety qualifications and obligations imposed by the construction contract and hereby satisfies those conditions.

THIS BOND DATED THE _____ DAY OF _____ 20____ (the date of issue by the Surety or by the Surety’s agent and the date of such agent’s power-of-attorney).

Signed, sealed and delivered in the presence of:

PRINCIPAL:

(Company Name)

By: _____

Witness as to Principal (Authorized Signature)

Witness as to Principal (Printed Name)

(Title)

(Business Address)

STATE OF _____
COUNTY OF _____

The forgoing instrument was acknowledged before me
this _____ by _____
_____ of _____, a
_____ Corporation, on behalf of the Corporation. He/She is personally known to
me or has produced _____ as identification and who did/did not take an
oath.

NOTARY: _____
Print Name: _____
Commission Number: _____
My commission expires: _____

—

By: _____

Witness as to Surety (Authorized Signature)

Witness as to Surety (Printed Name)

(Title)

(Business Address)

OR

Witness as Attorney In Fact

As Attorney In Fact (Attach Power of Attorney)

Witness as Attorney In Fact

(Printed Name)

(Business Address)

(Telephone Number)

STATE OF _____

COUNTY OF _____

The forgoing instrument was acknowledged before me

this _____ by _____

_____ of _____, a

_____ Corporation, on behalf of the Corporation. He/She is personally known to

me or has produced _____ as identification and who did/did not take an
oath.

NOTARY: _____

Print Name: _____

Commission Number: _____

My commission expires: _____

Performance and Payment Bonds Recording Fees

Performance and Payment (labor and materials) Bonds shall be provided by the Contractor in the amount of 100% of the bid amount. Upon award of the bid, all original Performance and Payment bonds will be

submitted to Sandra Rogers, Lake County Procurement Services for recording of said bonds. The bonds will be acceptable to the County only if the following conditions are met:

- The Surety is licensed to do business in the State of Florida;
- The Surety holds a Certificate of Authority authorizing it to write surety bonds in this State;
- The Surety has twice the minimum surplus and capital requirements required by the Florida Insurance Code at the time the invitation to bid is issued;
- The Surety is otherwise in compliance with the Florida Insurance Code;
- The Surety has a current rating of A or A- as reported in the most current Best Key Rating Guide, published by A.M. Best Company, Inc., if the bid exceeds \$500,000.; and
- The Surety holds a currently valid Certificate of Authority issued by the United States Department of Treasury under 31 U.S.C. ss9304.

The cost to record Performance and Payment Bonds is: Ten Dollars (\$10.00) for the first page and Eight Dollars and Fifty Cents (\$8.50) for each additional page. A check shall be submitted by the contractor made payable to Neil Kelly, Clerk of the Court.